

R. Great Brit. Geo. II.

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Read 2 April 1739 in Lords
Enacted 12 Geo. II. Private Acts, c. 22

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*An ACT to Establish and Confirm an Agreement
made between Sir William Courtenay, Baronet,
and his Brother Henry Reginald Courtenay,
Esquire; and to render the same effectual to the
several Uses and Purposes therein mentioned.*



Whereas Sir William Courtenay of Powderham-Castle in the County of Devon, Baronet, deceased, being seized in Fee-simple, of and in divers Manors, Lands, Messuages and Tenements in the County of Limerick in the Kingdom of Ireland, by Indentures of Lease and Release, bearing Date respectively the Twenty-fourth and Twenty-fifth Days of February, in the Fourth Year of the Reign of his late Majesty King George the First, and in the Year of our Lord One thousand Seven hundred and Seventeen, the Release being Tripartite, and made, or mentioned to be made, between

the said Sir William Courtenay, of the First Part; and the Right Honourable Mountague Earl of Abingdon, and the Honourable James Bertie, of Saint Margaret's Westminster in the County of Middlesex, since deceased, of the Second Part; and Henry Courtenay, Esquire, Uncle of the said Sir William Courtenay, and Richard Reynell, of East Ogwell in the said County of Devon, Esquire, both since deceased, of the Third Part; he the said Sir William Courtenay, for the Considerations therein mentioned, did grant, bargain, sell, alien, release and confirm unto the said Mountague Earl of Abingdon, and James Bertie, and their Heirs, All those the Towns, Lands, principal Farms, Messuages and Tenements of Mean, alias Trearmana, Pallice, Tullowe alias Tullough, Mac Thomas, containing, by Master Morland's then late Survey, Three thousand Nine hundred and Thirty-seven Acres, with their several Subdenominations and Appurtenances; all which said Premises were thereby mentioned to be situate, lying and being in the Barony of Connelloe,

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in the County of *Limericke* in the said Kingdom of *Ireland*, and to be Parts and Parcels of the Manor of *Mean*, with all other Lands, Tenements, Privileges, Immunities, Commodities and Hereditaments whatsoever to the said Premises, or any Part thereof, belonging or appertaining, or with the same theretofore occupied, enjoyed or used, or reputed or taken as Part, Parcel or Member of the same Premises, in the same manner as they were then lately in the Possession or Occupation of *William Langford*, Esquire, Major *James Dore*, and *Patrick Felan*, Gentleman; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises therein before-mentioned, to be thereby released, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever of him the said Sir *William Courtenay*, of, in, and to the same; To have and to hold the said Premises, with their and every of their Appurtenances, unto the said *Mountague Earl of Abingdon*, and *James Bertie*, their Heirs and Assigns, to and for the several Uses, Trusts, Intents and Purposes, and subject to the Provisoes and Agreements therein and herein after-expressed and declared, of and concerning the same; (that is to say) to the Use and Behoof of him the said Sir *William Courtenay* and his Assigns, for his Life; and from and after his Decease, to the Use and Behoof of *Henry Reginald Courtenay*, Esquire, Second Son of the said Sir *William Courtenay*, for and during the Term of his Natural Life, without Impeachment of, or for any manner of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said *Henry Courtenay*; and *Richard Reynell*, and their Heirs, for and during the Natural Life of the said *Henry Reginald Courtenay*, in Trust, for preserving the contingent Uses and Remainders therein and herein after limited, from being defeated or destroyed; and for that Purpose to make Entries, and bring Actions as Occasion shall require; but nevertheless, to permit the said *Henry Reginald Courtenay*, and his Assigns, during his Life, to receive and take the Rents, Issues and Profits of the said Premises, and every Part thereof, to his and their own proper Use and Benefit; and from and after the Decease of the said *Henry Reginald Courtenay*, to the Use and Behoof of the First Son of the Body of the said *Henry Reginald Courtenay* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth, and all and every other Son and Sons of the Body of the said *Henry Reginald Courtenay* lawfully begotten, whether born in his Life-time, or in due Time after his Death, severally, successively, and respectively in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and the Heirs Male of the respective Body and Bodies of such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Male of his Body lawfully issuing, to be always preferred, and to take before the Younger of such Sons, and the Heirs Male of his and their Body or Bodies issuing; and for Default of such Issue, to the Use and Behoof of the right Heirs of him the said Sir *William Courtenay* for ever; in which said Deed it is declared and agreed by and between all the said Parties thereto, That it should and might be lawful to and for the said *Henry Reginald Courtenay*, by any Deed or Deeds, Writing or Writings, by him to be sealed and executed, in the Presence of Two or more credible Witnesses, to grant, limit or appoint the said Town and Lands, of *Pallice* therein and herein before-mentioned, or intended to be thereby released; and the several Lands and Tenements thereunto belonging, or reputed as Part, Parcel or Member thereof, or by whatsoever other Name or Names the same or any Part thereof is called or known, to and for the Use of any such Woman or Women, as he the said *Henry Reginald Courtenay* should happen to marry, whether before or after such Marriage, for the Life or Lives of such Woman or Women, for



for her or their Jointure or Jointures; as also, that it should and might be lawful to and for the said *Henry Reginald Courtenay*, at any Time during his Natural Life, by any Writing or Writings under his Hand and Seal by him subscribed and sealed, in the Presence of Three or more credible Witnesses, or by his last Will and Testament in Writing, to be by him signed, sealed, published and declared, in the Presence of the like Number of Witnesses, to charge the said Town and Lands of *Mean*, alias *Trearmana*, or any Part thereof, by whatsoever Name or Names the same, or any Part thereof, is called or known, by raising and limiting a Term for Years, of the same, or any Part thereof, or otherwise howsoever, with any Sum or Sums of Money, not exceeding in the Whole the Sum of Four thousand Pounds of lawful Money of *Great Britain*, for the Portion or Portions of the younger Son and Sons, and for the Daughter and Daughters of the said *Henry Reginald Courtenay* to be begotten; *And also*, with such Sums for the Maintenance of every such younger Son and Sons, Daughter and Daughters, as he the said *Henry Reginald Courtenay* should think fit; such Maintenance not to exceed the Interest of Five Pounds *per Centum per Annum*, for every One hundred Pounds of such Portion or Portions so to be appointed; and so in Proportion for every greater or lesser Sum that should be so appointed for such Portion or Portions, the same Portion or Portions, and Maintenance, to be raised and paid at such Times, and in such Proportions, as he should think fit; and that it should and might be lawful to and for the said Sir *William Courtenay*, at any Time or Times thenafter, during the Term of his Natural Life, by any Deed or Deeds, Writing or Writings, to be attested in the Presence of Three or more credible Witnesses, or by his last Will and Testament in Writing, executed as aforesaid, to alter, change, revoke or make void, all and every or any the Estates, Uses, Trusts, Limitations, Remainders, Powers and Authorities therein before-mentioned; and by the same Deed or Deeds, Writing or Writings, or last Will and Testament, or by any other Deed or Writing attested as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of or concerning the Premises therein and herein before-mentioned, or intended to be thereby released, or of any Part or Parts thereof; any thing therein before contained to the contrary thereof in any wise notwithstanding:

And whereas by Deed-Poll bearing Date the Thirtieth of *March*, One thousand Seven hundred and Thirty-two, after reciting the said Deeds of Lease and Release, bearing Date the Twenty-fourth and Twenty-fifth of *February*, in the Year of our Lord One thousand Seven hundred and Seventeen respectively; and also, that the said Sir *William Courtenay*'s Intention at the Time of making the said Settlement, was to settle Lands of the yearly Value of One thousand Five hundred Pounds, on his said Son *Henry Reginald Courtenay*, and no more; and that the said Sir *William Courtenay* had been since informed, that the Manors and Premises comprised in the said therein and herein before-recited Settlement, were of the Value of Three thousand Pounds *per Annum*, or thereabouts; and that the said Sir *William Courtenay* was fully resolved to revoke the said Settlement, and to limit and appoint Lands of the yearly Value of One thousand Five hundred Pounds, to his said Son *Henry Reginald Courtenay*; and that the Residue should be to *William Courtenay Esquire*, his Eldest Son and his Heirs; he the said Sir *William Courtenay* did by the said Deed-Poll, by him signed, sealed, and attested in the Presence of three credible Witnesses, and by virtue of the said Power to him reserved in and by the said herein before-recited Settlement, and of all other Powers him enabling in that behalf, as fully as he might or could, did alter, change, revoke, and make void, all and every the Estates, Uses, Trusts, Limitations, Remainders, and Authorities, in the said therein and herein before-recited Settlement, limited, created, or appointed, for his said Son *Henry Reginald Courtenay*,

Courtenay, his Heirs or Issue, or of any other in Trust for him or them; and in farther Execution of the said Power, he did thereby limit and appoint, that his said Son *Henry Reginald Courtenay* should have Lands of the yearly Value of One thousand Five hundred Pounds, part of the said Manors and Premises in *Ireland*, for the same Estates, and for the same Uses, and with the like Remainders and Powers, as the said Manors and Premises in *Ireland*, in the said therein and herein before-recited Indenture of Settlement comprised, were limited and settled on him; and in further Execution of the said Power, he the said Sir *William Courtenay* did thereby direct, limit, and appoint, that the Residue of his said Manors and Premises, over and above the said Lands of One thousand Five hundred Pounds a Year, thereby limited and appointed to his said Son *Henry Reginald Courtenay*, should be to the Use of the said *William Courtenay*, his Heirs and Assigns for ever; yet nevertheless, Power was thereby reserved to and for the said Sir *William Courtenay*, at any time thenceafter during his natural Life, by any Deed or Deeds, Writing or Writings, to be attested by Three or more credible Witnesses, or by his last Will and Testament in Writing, executed as aforesaid, to alter, revoke, or make void, all, every, or any of the Estates and Uses by the said Deed-Poll limited and appointed, and by the same Deed or Deeds, Writing or Writings, or last Will and Testament, or by any other Deed or Writing attested as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of or concerning the Premises, therein and herein by the said Deed-Poll before-limited and appointed, with the like Power of Revocation or without:

And whereas the said Sir *William Courtenay* afterwards duly made and published his last Will and Testament in Writing, attested by Three credible Witnesses, bearing Date the Nineteenth of *September* One thousand Seven hundred and Thirty-four; and after reciting the Power reserved to him by his Marriage Settlement, bearing Date the Sixteenth Day of *June*, One thousand Seven hundred and Four, of raising Twelve thousand Pounds for younger Children, out of his Estate in the County of *Devon*; and that he having otherwise provided for his younger Sons, he thereby devises to them but Ten Pounds apiece, part of the said Twelve Thousand Pounds, and the Residue thereof, to be equally divided between his Five Daughters therein named; and after giving thereby several other Legacies, all his Manors and Lands, Tenements and Hereditaments either in *England* or *Ireland*, which he had Power to dispose of by that his Will, (except the Lands settled on his said Son *Henry Reginald Courtenay* by the herein before-mentioned Deed, dated the Thirtieth of *March* One thousand Seven hundred and Thirty-two, made in pursuance of a Power reserved in the said Deed of the Twenty-fifth of *February*, One thousand Seven hundred and Seventeen, which Settlement he thereby ratified and confirmed) he thereby devised to Trustees therein named, upon the Trusts therein mentioned, and by his said Will declared, that in case his said Son *Henry Reginald Courtenay* should at his Age of Twenty-one Years (or when afterwards requested) refuse to release or assign unto his said Daughters in his said Will named, or to the Survivors or Survivor of them, (as Council should advise) all his Interest in the Twelve thousand Pounds therein mentioned, to be provided for his younger Children by the Settlement therein mentioned, then and in such Case he revoked and made void all and every the Estates and Uses, limited and appointed to his said Son *Henry Reginald Courtenay*, in and by the herein before-recited Deed or Writing, bearing Date the Thirtieth of *March*, One thousand Seven hundred and Thirty-two; and further declared his Will and Mind to be, that nothing therein contained should extend or be construed to prejudice or defeat any Settlement

ment or Provision thentofore made, on his said Son *Henry Reginald Courtenay* (except on his Refusal to release his said Daughters as aforesaid); but that the same and every of them should continue, and be as valid and effectual to all Intents and Purposes, as if that his Will had not been made; and of his said Will, he constituted and appointed his said eldest Son *William Courtenay*, whole and sole Executor, and residuary Legatee; and soon after departed this Life, without altering or revoking the same, or any Part thereof:

And whereas the Trustees under the said Will have declined to act in the said Trust, and the said *William Courtenay*, Esquire, now Sir *William Courtenay*, Baronet, hath duly proved his said Father's Will, and hath taken upon himself the Burthen and Execution thereof; and the said *Henry Reginald Courtenay* hath attained his Age of Twenty-one Years, and hath since that time, in Obedience to his said Father's Will, released and assigned unto his said Sisters (as was by Council advised) all his Interest and Claim of, in, and to the said Twelve thousand Pounds, and every Part thereof in the said Will mentioned:

And whereas, upon a Survey or Estimate of the yearly Value of all those the Towns, Lands, principal Farms, Messuages, and Tenements of *Mean alias Trearmana, Pallice, Tullowe alias Tullough Mac Thomas*, in the herein before-recited Indenture of Release, of the Twenty-fifth of February One thousand Seven hundred and Seventeen, and in the said Deed-Poll of the Thirtieth of March One thousand Seven hundred and Thirty-two, mentioned and intended to be conveyed to, or to the Use of the said *Henry Reginald Courtenay*, in the manner and subject to the several Limitations therein and herein before-mentioned, of the full yearly Value of One thousand Five hundred Pounds, the same (exclusive of the Manor of *Mean*) is found not to amount to that yearly Value, but upon such Estimate is valued at the yearly Rent of Eight hundred and Sixty-four Pounds, and no more, without Deductions for Taxes and other Reprises to which the same are subject:

And whereas Question was made upon the said Deeds of the Twenty-fifth of February One thousand Seven hundred and Seventeen, and the Thirtieth of March One thousand Seven hundred and Thirty-two, whether the Manor of *Mean* did pass thereby, or was intended to be thereby granted or not, he the said Sir *William Courtenay*, and his said Brother *Henry Reginald Courtenay*, being willing to prevent any Disputes or Differences that might arise between them touching the same, came to an amicable Agreement in regard thereto, and by Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of *March*, in the Tenth Year of his present Majesty, and in the Year of our Lord One thousand Seven hundred and Thirty-six, the Release being Quadrupartite, and made or mentioned to be made between the said Sir *William Courtenay*, of the First Part; the said *Henry Reginald Courtenay*, of the Second Part; *Charles Smyth of Limerick* in the Kingdom of *Ireland*, Esquire, and *George Smith of Dublin*, Esquire, of the Third Part; the said *Mountague Earl of Abingdon*, *Kellond Courtenay of Treameare* in the County of *Cornwall*, Esquire, and *Arthur Champernowne of Dartington* in the County of *Devon*, Esquire, of the Fourth Part; reciting the said Deeds of Lease and Release bearing Date respectively the Twenty-fourth and Twenty-fifth Days of February, in the Year of our Lord One thousand Seven hundred and Seventeen; and the said Deed-Poll bearing Date the Thirtieth of *March* One thousand Seven hundred

hundred and Thirty-two, and their said Father's Will bearing Date the Nineteenth of September One thousand Seven hundred and Thirty-four ; he the said Sir *William Courtenay*, in order to avoid any Doubts touching the Construction of the said several Deeds of the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, and the Thirtieth of *March* One thousand Seven hundred and Thirty-two, and their said Father's Will, or any or either of them, did propose to grant unto his said Brother *Henry Reginald Courtenay*, in the Room, Place, or Stead, and in Lieu of the said Lands of *Mean* alias *Trearmana*, *Pallice*, and *Tullowe* alias *Tullough Mac Thomas* in the said Kingdom of *Ireland*, One Annuity or Rent-Charge of the clear yearly Value and Annual Amount of One thousand Pounds a Year, Sterling Money, to be issuing and going out of certain Lands, situate, lying, and being in the several Manors of *Mean* and *Bewley* alias *Bawliewe*, and Barony of *Coneloe*, and in the several Parishes of *Ballicastilane*, *Cloneltie*, *Cellydye*, *Brasenaugh*, *Monragdare*, *Clenshermore*, *Kiltbannell*, *Killwhuan*, *Kathkealy*, *Crogbe*, *Nantynan*, *Cappa*, *Garratowne*, *Clonnahagh*, *Killnodran*, *Brewrye*, *Mahownaghe*, *Granushaugh*, *Castellane*, *Killinghill* alias *Killinghen*, *Clomlawe*, or of some or One of them, in the County of *Limerick* in the Kingdom of *Ireland* ; the said Annuity or Rent-charge being thereby agreed to be settled to the like Uses, and under the same Limitations, and with the same Remainders and Powers, as the said Lands, Farms, and Premises in *Mean* alias *Trearmana*, *Pallice*, and *Tullowe* alias *Tullough Mac Thomas*, were settled or limited by the said Deed of the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, he the said *Henry Reginald Courtenay*, and his said Trustees, or the Survivor of them, conveying unto him the said Sir *William Courtenay* and his Heirs, in Exchange for the said Annuity or Rent-charge, the said Lands of *Mean* alias *Trearmana*, *Pallice*, *Tullowe* alias *Tullough Mac Thomas* ; and the said *Henry Reginald Courtenay*, with Consent of *Mountague* Earl of *Abingdon*, the only surviving Trustee under the said Settlement of the Thirtieth of *March* One thousand Seven hundred and Thirty-two, did consent and agree to such Offer or Proposal, and was willing to accept of the said Annuity, or yearly Rent-charge, in full Satisfaction, Recompence and Compensation of all the said Lands of *Mean* alias *Trearmana*, *Pallice*, *Tullowe* alias *Tullough Mac Thomas* ; and upon having such Rent-charge effectually secured to him, to convey the same unto the said Sir *William Courtenay* and his Heirs ; and accordingly the said Sir *Willidm Courtenay* did give, grant, and confirm unto the said *Mountague* Earl of *Abingdon*, the said *Kellond Courtenay*, *Arthur Champernowne*, and their Heirs and Assigns, One Annuity or clear yearly Rent-charge of One thousand Pounds a Year of lawful Money of *Great Britain*, to be issuing and going out of the Farms or Granges, Lands, Hereditaments or Premises of *Ivegallybow*, *Carngare*, the *Upper Grange*, *Ardreen*, *Killreedy*, *Bellynekellybagg*, *Mahewnaghe*, *Bellrayne*, *Ballinvoline*, *Fanlilane*, *Shawrath*, *Garri-diff*, *Dunganbragg*, *Monalrana*, *Clouskerick*, *Gurragh*, *Condreheen*, *Ballybrenagh*, *Li-sanisky*, *Kathureely*, *Capastard*, *Killtanna*, *Killgotban*, *Agalinny*, *Ballybrowne*, *Kill-colman*, *Ballynalagha*, *Ballyca*, *Setrassa*, *Tirweena*, *Meane*, *Cloncurvane*, *Gertur-cloghy*, *Garandarah*, *Garbally*, *Ballyglassane*, *Ballyqueleen*, *Coolrew*, *Coolosky*, *Scar*, *William*, *Garryfoyne*, *Donclouncara*, situate, lying, and being in the several Parishes of *Ballicastilane*, *Cloveltie*, *Cellydye*, *Brasenaugh*, *Monragdare*, *Clenshermore*, *Kill-shanell*, *Killcolman*, *Rathkealye*, *Crogbe*, *Nantiman*, *Cappa*, *Garratowne*, *Clonahagh*, *Killnodran*, *Brewrye*, *Mahawnaghe*, *Granushaugh*, *Castellane*, *Killinghill* alias *Killingreen*, and *Clonerrawe* ; all which said Premises are therein computed to be of the yearly Value and Amount of One thousand Nine hundred Seventeen Pounds Ten Shillings and Eight Pence, and are situated in the several Manors of *Mean* and *Bewley* alias *Bawliewe*, and in the Barony of *Coneloe*, in the said County of *Limerick* in the Kingdom of *Ireland*, To have and to hold, perceive, receive, and take

take the said Annuity or yearly Rent-charge of One thousand Pounds a Year, unto them the said *Mountague Earl of Abingdon, Kellond Courtenay, and Arthur Champernowne*, their Heirs and Assigns for ever, and to commence from the Twenty-fourth Day of *June* then last-past, and to be paid by half-yearly Payments; Upon the several Uses and Purposes, and under the several Limitations and Powers therein and herein after declared and limited of and concerning the same; (to wit) To the Use and Behoof of him the said *Henry Reginald Courtenay*, and his Assigns, for and during the Term of his Natural Life, and from and after the Determination of that Estate, to the Use and Behoof of the said *Mountague Earl of Abingdon, Kellond Courtenay, and Arthur Champernowne*, their Heirs and Assigns, for and during the Natural Life of him the said *Henry Reginald Courtenay*, upon Trust for preserving the contingent Uses and Estates therein after limited and appointed; and from and after the Decease of him the said *Henry Reginald Courtenay*, to the Use and Behoof of the First Son of the Body of him the said *Henry Reginald Courtenay*, and the Heirs Male of the Body of such First Son lawfully to be issuing; and for Default of such Issue, to the Use and Behoof of the Second Son of the Body of him the said *Henry Reginald Courtenay*, and the Heirs Male of the Body of such Second Son lawfully issuing; and in Default of such Issue, then to the Use and Behoof of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and all and every other the Son and Sons of him the said *Henry Reginald Courtenay*, whether born in his Life-time or after his Death, severally and successively One after another, in Order and Course as they shall be in Seniority of Age, and Priority of Birth, and the several Heirs Male of their several and respective Body and Bodies lawfully issuing, the elder of the said Sons and the Heirs Male of his Body, being always to be preferred before the younger Son and Sons, and the Heirs Male of his and their Bodies; and for Default of such Issue, to the Use of him the said *Sir William Courtenay*, his Heirs and Assigns for ever: In which said Deed there is a Proviso, That he the said *Henry Reginald Courtenay* should have Power and Authority, during his Natural Life, by any Deed or Deeds by him to be duly executed in the Presence of Two or more credible Witnesses, to assign, grant, limit, or appoint to, or to the Use of, or in Trust, for any Woman or Women that he should at any Time thence-after happen to marry, as well before as after such Marriage or Marriages, for the Life or Lives of such Woman or Women, for her or their Jointure or Jointures, any yearly Sum or Sums of Money, not exceeding the Sum of Three hundred and Fifty Pounds, to be yearly issuing out of the several Farms, Granges, and Lands, therein and herein after-mentioned; (to wit) out of the Farms and Lands of *Ivegallyhow, Carnagaree, the Upper Grange, Ardreen, Killreedy, Bellynekellybagg, Mahownaghe and Ballygrane, Ballinvoline, Fanlilane, Shawrath, Garridiff, Dunganbregg, Monalrana, Clonsherrick, Gurragh, Condrheen*, the yearly Rents of which said Premises amount in the Whole to the yearly Sum of Seven hundred and One Pounds, Seven Shillings and Eight Pence; and which said yearly Sum of Three hundred and Fifty Pounds, or other Sum to be settled in virtue thereof, it was thereby declared, should and might, and was to commence and take Place upon the Death of him the said *Henry Reginald Courtenay*, and to be paid by half-yearly Payments, the first Payment thereof to be made on the Twenty-fifth of *March*, or the Twenty-ninth of *September*, which should first happen next after his Death: And by the said Deed it is also provided, That it should and might be lawful to and for him the said *Henry Reginald Courtenay*, during his Natural Life, by any Deed or Deeds by him duly executed in the Presence of Three or more credible Witnesses, or by his last Will and Testament in Writing, to be by him signed and published in the Presence of the like Number of Witnesses, to charge and raise out of other Farms and Premises therein and

and herein after-mentioned, (to wit) Out of the Farm and Lands of *Ballybrenagh, Lisanisky, Kathureely, Capastard, Killtanna, Killgolban, Aqualinny, Ballybrowne, Killcolman, and Ballynalaga*, (the yearly Rents of which said last-mentioned Premises amount in the Whole to the Sum of Five hundred Twenty-four Pounds, Seventeen Shillings) any Sum or Sums of Money, not exceeding Four Thousand Pounds, by raising and limiting a Term of Years of the said Annuity, or otherwise, for the Portion or Portions of the younger Son or Sons, and for the Daughter and Daughters of him the said *Henry Reginald Courtenay*; and also to charge the same with such Sums for the Maintenance of such Son and Sons, Daughter and Daughters, as he the said *Henry Reginald Courtenay* should think fit; so as such Maintenance do not exceed the Interest of Five Pounds *per Annum* for every One hundred Pounds of such Portion or Portions that should be so appointed, and so in proportion for every greater or lesser Sum that should be so appointed for such Portion or Portions; the same Portion, and Portions, and Maintenances, to be raised and paid at such Times and in such Proportions as he the said *Henry Reginald Courtenay* should think fit; and it is also thereby further provided, That the said Annuity thereby granted to the said *Henry Reginald Courtenay* should stand subject to, and be chargeable with the Payment of One thousand Pounds to the said Sir *William Courtenay*, his Executors, Administrators or Assigns, the said Sum of One thousand Pounds being thereby agreed to be the Proportion of Four thousand Pounds, which was all that remained due and unpaid of the said Eight thousand Pounds therein before-mentioned; Four thousand Pounds thereof being paid off in the Life-time of the said Sir *William Courtenay* deceased, wherewith the said Lands in *Ireland* settled on him the said *Henry Reginald Courtenay*, among other Lands, stood charged with, or were made subject to, or liable to the Payment of: And the said Sir *William Courtenay* did thereby covenant for himself, his Heirs, Executors, Administrators and Assigns, that he would well and truly pay, or cause to be paid, unto the said *Henry Reginald Courtenay*, and to all and every Person or Persons who should from time to time be entitled to receive the same, the said Annuity of One thousand Pounds a Year, in such manner as is therein and herein before set forth; and that it should and might be lawful to and for the said *Mountague Earl of Abingdon, Kellond Courtenay, Arthur Champernowne*, and the said *Henry Reginald Courtenay*, or any of them, their or any of their Heirs or Assigns, to enter into all or any Part of the thereby granted Premises, and to receive the Rents and Profits thereof, or to distrain the Goods, and Chattels and Effects there found, and them to deal with, as the Law in such Cases directs, until full Satisfaction should be had or made for all Arrears of the said Annuity, and all reasonable Charges as should be occasioned thereby; and that he the said Sir *William Courtenay* hath in himself full Power and lawful Authority to charge the said Lands in Manner as is therein before-mentioned and intended: and that he the said Sir *William Courtenay*, at any Time thence-after, at the Request of the said *Henry Reginald Courtenay*, or of such Person or Persons as should be intitled thereto, would make, acknowledge, levy and suffer any Act, Conveyance or Assurance in the Law, to them the said *Mountague Earl of Abingdon, Kellond Courtenay, and Arthur Champernowne*, and their Heirs, for the better and more perfect Payment of the said Annuity, in manner as is therein and herein before set forth; and would, on or before *Michaelmas Term* then next ensuing, levy one or more Fine or Fines, *Sur-conuzance de droit come ceo, et cætera*, unto the said *Charles Smyth, and George Smyth*, and their Heirs, of the same Premises, in order to make them Tenants of the Freehold of the said Premises, until a good and perfect common Recovery might be had thereof; and that after levying the said Fine and Fines, a good and perfect common Recovery should be had and suffered of the said Premises, in the first Place to corroborate the said Deed, and every thing

thing therein contained, for the better securing the Payment of the said Annuity of One thousand Pounds a Year; and after Payment thereof, to the Use of him the said Sir *William Courtenay*, his Heirs and Assigns for ever; and by the same Indenture, that he the said *Mountague Earl of Abingdon*, by and with the Consent and Direction of him the said *Henry Reginald Courtenay*, and the said *Henry Reginald Courtenay*, for the Considerations therein and herein before-mentioned, did ratify and confirm unto the said Sir *William Courtenay*, and to his Heirs and Assigns, all those the Towns, Lands, principal Farms, Messuages or Tenements of *Mean*, alias *Trearmana*, *Pallice* and *Tullowe*, alias *Tullough Mac Thomas*, situate, lying and being in the said County of *Limerick*, in the said Kingdom of *Ireland*, with their and every of their several Subdenominations and Appurtenances; to have and to hold all the said Premises thereby intended to be granted to him the said Sir *William Courtenay*, his Heirs and Assigns, to the Use of him, his Heirs and Assigns for ever; with a Covenant therein contained, for the further and better Assurance of the said Lands, to be made by the said *Henry Reginald Courtenay*, to the said Sir *William Courtenay*, his Heirs and Assigns, as shou'd be advised and required; and it was further expressed to be intended by them the said Sir *William Courtenay*, and the said *Henry Reginald Courtenay*, to apply to Parliament for an Act to extinguish all and every the Uses, Limitations and Powers made or created by the said Deeds of the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, and the Thirtieth of *March* One thousand Seven hundred and Thirty-two, touching the said Towns and Lands of *Mean*, alias *Trearmana*, *Pallice*, *Tullowe*, alias *Tullough Mac Thomas*, or touching any other Lands comprised in the said Deed of the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, and to vest the same in him the said Sir *William Courtenay*, and his Heirs for ever, and also to establish and confirm the said Grant and Deed; and it was thereby declared, That in case such Act should not be passed on or before the End of *Michaelmas Term*, in the Year of our Lord One thousand Seven hundred and Forty, then the said Deed, and every thing therein contained, should cease and be void.

And whereas it will be more beneficial for the said *Henry Reginald Courtenay*, and for such of his Issue, who are to take in Remainder after him, to have the said Rent-charge, or yearly Annuity, granted by the said Deed of the Fourteenth of *March* One thousand Seven hundred and Thirty-six, confirmed and established unto him and them, according to the Intent of the said Deed, and subject to the same Uses and Limitations, and with the same Powers as were made and created of the said Lands and Premises, in and by the said Deed of the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, and in the room, place, stead, and lieu of the said Lands and Premises, which he is willing should be vested in the said Sir *William Courtenay*, and his Heirs, or in any Person or Persons in Trust for him or them; but the same Intention cannot be effectually executed, without the Aid and Assistance of an Act of Parliament:

May it therefore please Your Most Excellent M A J E S T Y,

Upon the humble Petition of your most dutiful and obedient Subjects, Sir *William Courtenay*, Baronet, and *Henry Reginald Courtenay*, Esquire, his Brother, who are the eldest and second Sons of the late Sir *William Courtenay*, deceased, That it

may be Enacted; And be it Enacted, by the KING's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, that from and after the Day of , in the Year of our Lord One thousand Seven hundred and Thirty-nine, all those the Towns, Lands, principal Farms, Messuages, and Tenements of *Mean* alias *Trearmana*, *Pallice*, *Tullowe* alias *Tullough Mac Thomas*, with the several Subdenominations and Appurtenances, by whatsoever Name or Names the same are called, reputed, or known, all which said Premises are situate, lying, and being in the Barony of *Coneloe*, in the County of *Limerick* in the Kingdom of *Ireland*, and are Parts and Parcels of the Manor of *Mean*, with all other Lands, Tenements, Privileges, Immunities, Commodities, and Hereditaments whatsoever, to the said Premises or any Part thereof hereby intended to be conveyed, belonging or appertaining, or with the same heretofore occupied, enjoyed, or used, or reputed or taken as Part, Patcel, or Member of the same Premises, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the said Premises, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand whatsoever, of him the said *Henry Reginald Courtenay*, of, in, and to the same, shall stand and be vested, and the same are hereby vested in the Honourable *Henry Bathurst*, Esquire, and *John Ivie*, Esquire, and their Heirs, to the Use and Behoof of the said *Henry Reginald Courtenay* during his Life, and after to such Uses and Estates, and under such Limitations, and with such Powers, Privileges, and Authorities as are declared and limited of and concerning the same in, and by the said Deed bearing Date the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, and so long only, and until such Fine shall be levied, and such common Recovery shall be suffered and executed, whereby the said Annuity or Rent-charge of One thousand Pounds *per Annum* may be effectually settled and secured, to the Benefit of the said *Henry Reginald Courtenay* and his Issues, and with the Powers to him given in and by the said Indentures of Lease and Release, bearing Date the Thirteenth and Fourteenth of *March*, One thousand Seven hundred and Thirty-six, according to the true Intent and Meaning of the same Indentures, and from and after the levying such Fine, and suffering a full and complete Execution of such common Recovery, to the Use and Behoof of him, the said *Sir William Courtenay*, his Heirs and Assigns for ever, and to or for no other Use or Uses whatsoever, free, and clear, and absolutely freed and discharged of and from all and every the Uses, Limitations, Remainders, and Powers, made, created, or limited, or appointed thereof, or of any Part thereof, in or by the said Indenture of Release of the Twenty-fifth of *February* One thousand Seven hundred and Seventeen, or the said Deed-Poll of the Thirtieth of *March* One thousand Seven hundred and Thirty-two, or the last Will and Testament of *Sir William Courtenay* deceased, or any of them; any thing therein contained, to the contrary hereof, in any wise notwithstanding.

And it is hereby further Enacted and Declared, That from and immediately after the said Day of , in the Year of our Lord One thousand Seven hundred and Thirty-nine, the Farms or Granges, Lands, Hereditaments, and Premises of *Ivegallybow*, *Carngare*, *the Upper Grange*, *Ardreen*, *Killreedy*, *Ballynekallybagg*, *Mabownaghe*, *Ballragna*, *Ballinvoline*, *Fanlilane*, *Shawrath*, *Garridiff*, *Dunganbregg*, *Monalrana*, *Clonskerrick*, *Gurragh*, *Condrean*, *Ballybranagh*, *Lisanisky*, *Kathureely*, *Capastard*, *Killtanna*, *Killgotban*, *Agalinnny*, *Ballybrowne*,

Ballybrowne, Killcolman, Ballynalagha, Ballyca, Setrassa, Tirweena, Mean, Cloncurvane, Garturclogby, Garandarah, Garbally, Ballyglaffane, Ballyqueleen, Coolrew, Coolosky, Scar-William, Garryfyne, Donclownlare, situate, lying, and being in the several Parishes of Ballicastilane, Cloveltie, Cellydeye, Brasenaughe, Monragdare, Clenshermore, Killshanell, Killcolman, Rathkealye, Croghe, Nantynan, Cappa, Garratowne, Clonabaghe, Killnodran, Brewrye, Mahownaghe, Graunshaughe, Castellane, Killingshille alias Killinggreen, and Clonerrawe, and in the several Manors of Mean, and Bewley alias Brawbewe, and in the Barony of Coneloe, in the said County of Limerick in the Kingdom of Ireland, shall stand charged and be subject to the Payment of the said annual or yearly Rent-charge of One thousand Pounds a Year unto the said Mountague Earl of Abingdon, the said Kellond Courtenay, and the said Arthur Champernowne, their Heirs and Assigns for ever, upon the several Trusts, and to and for the several Uses, Intents, and Purposes, and under the several Agreements, Limitations, and Powers, which are expressed and declared of and concerning the same, in and by the said Indentures of Lease and Release, bearing Date the Thirteenth and Fourteenth Days of March, in the said Year of our Lord One thousand Seven hundred and Thirty-six, according to the true Intent and Meaning of the same Settlement, which is hereby ratified and confirmed.

Having nevertheless to the King's Most Excellent Majesty, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, their Heirs and Successors successively, (Other than and except the said Sir William Courtenay, Baronet, and the said Henry Reginald Courtenay, Esquire, and their respective Heirs and Issues, any or either of them) All such Estate, Right, Title, Interest, Claim, or Demand to all and every the said Manors, Messuages, Lands, Tenements and Hereditaments in the County of Limerick aforesaid, as they, or any of them, have, or may be entitled unto, in the same manner as if this Act had not been made ; this Act or any thing herein contained to the contrary notwithstanding.

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*An ACT to Establish and Confirm
an Agreement made between Sir
William Courtenay, Baronet, and
his Brother Henry Reginald Cour-
tenay, Esquire; and to render the
same effectual to the several Uses
and Purposes therein mentioned.*

